

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works	(2) MEETING DATE May 9, 2006	(3) CONTACT/PHONE Dan Manion, (805) 781-5275
(4) SUBJECT The following maps have been received and have satisfied all the conditions of approval that were established in the public hearings on their Tentative Maps: A. CO 04-0348, a proposed subdivision resulting in 2 lots, by T. J. Wonnell, Verde Canyon Road, north of Arroyo Grande. Supervisory District: 3 1. Act on the attached Resolution to accept the Offer of Dedication for road widening. 2. Act on the attached Resolution to approve an Open Space Easement Agreement. B. Tract 2605, a proposed subdivision resulting in 41 residential lots and one open space lot, by Mission Meadows Investments, Bonita Place north of 16 th Street, San Miguel. Supervisory District: 1 1. Reject the Offer of Dedication without prejudice to future acceptance. 2. Act on the attached Resolution to approve an Open Space Easement Agreement.		
(5) SUMMARY OF REQUEST The above-listed maps have satisfied all the conditions of approval that were established in the public hearings on their Tentative Maps. Your Board is requested to approve the maps and the related listed actions, so that the subdivisions may go forward for recordation.		
(6) RECOMMENDED ACTION We recommend that your Board approve the maps and any related actions listed above.		
(7) FUNDING SOURCE(S) N/A	(8) CURRENT YEAR COST N/A	(9) ANNUAL COST N/A (10) BUDGETED? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Planning & Building, Clerk-Recorder, Local advisory councils – B referred		
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent <input type="checkbox"/> Limited Term <input type="checkbox"/> Contract <input type="checkbox"/> Temporary Help		
(13) SUPERVISOR DISTRICT(S) <input checked="" type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input checked="" type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All	(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)	(17) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A	
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A	(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 1.2em; margin-top: 10px;">OK Leslie Brown</div>		

6-18
5-9-06



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Dan Manion, Development Services Division *DM*

VIA: Glen L. Priddy, County Surveyor *GP*

DATE: May 9, 2006

SUBJECT: Maps for Board Action

Recommendation

We recommend that your Honorable Board:

- A. Approve CO 04-0348, a proposed subdivision resulting in 2 lots, by T. J. Wonnell, Verde Canyon Road, north of Arroyo Grande.
- Supervisory District: 3**
1. Act on the attached resolution to accept the Offer of Dedication for road widening.
 2. Act on the attached Resolution to approve an Open Space Easement Agreement as recommended in the attached memorandum from the Department of Planning and Building. The parent parcel of land is 15.2 acres and the open space easement is 6.26 acres.
- B. Approve Tract 2605, a proposed subdivision resulting in 41 residential lots and 1 open space lot, by Mission Meadows Investments, Bonita Place, north of 16th Street, San Miguel.
- Supervisory District: 1**
1. Reject the Offer of Dedication without prejudice to future acceptance.
 2. Act on the attached Resolution to approve an Open Space Easement Agreement as recommended in the attached memorandum from the Department of Planning and Building. The parent parcel of land is 20 acres, and the open space easement is 12.71 acres.

Discussion

The above maps were processed by the County Planning Department with input from County Fire, County Public Works, Environmental Health, the Air Pollution Control District,

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the Sheriff's Department and other affected County Departments as well as California Department of Transportation (Caltrans), and local cities and service districts.

At a public hearing, the Subdivision Review Board granted tentative approval to the proposed lot line adjustment, parcel map, or the Planning Commission granted tentative approval to the proposed tract map. All proposed real property divisions are subject to a number of conditions of approval. The project's owner has satisfied the conditions.

The Real Property Division Ordinance requires that when the conditions of approval have been met, and when an adequate final or parcel map that is substantially in conformance with the design of the tentative map has been submitted to the County Surveyor, the County Surveyor will transmit the map with his approval and certification to the County Clerk awaiting your Board's approval to record the map. Section 21.06.050 of the County Code requires your Board to approve the map if it is determined to be in conformity with the Real Property Division Ordinance and the Subdivision Map Act. Your Board must also accept or reject any offers of dedication.

Other Agency Involvement/Impact

The Clerk is to hold the maps until your Board approves them. The Clerk also certifies the Board's approval, arranges receipt of the recording fee and after the signatures and seals have been affixed, transmits the map to the County Recorder. The County Recorder certifies and files the map and/or a resolution of acceptance as prescribed by the Subdivision Map Act.

Financial Considerations

As there is no acceptance of a road into the County maintained road system, there will be no ongoing cost to the County associated with this action. All costs related to the processing of this item have been paid by the applicant(s).

The average annual cost of maintaining County roads is calculated on a per mile basis. Therefore, because widening a road does not increase the mileage of maintained roads, no increased cost estimate is presented.

Results

Approval of the recommended action will allow the subdivision maps to be filed in the office of the County Recorder.

Attachments: Vicinity Maps, Open Space Agreements and Resolutions

File: CO 04-0348 and Tract 2605

Reference: 06MAY9-C-9

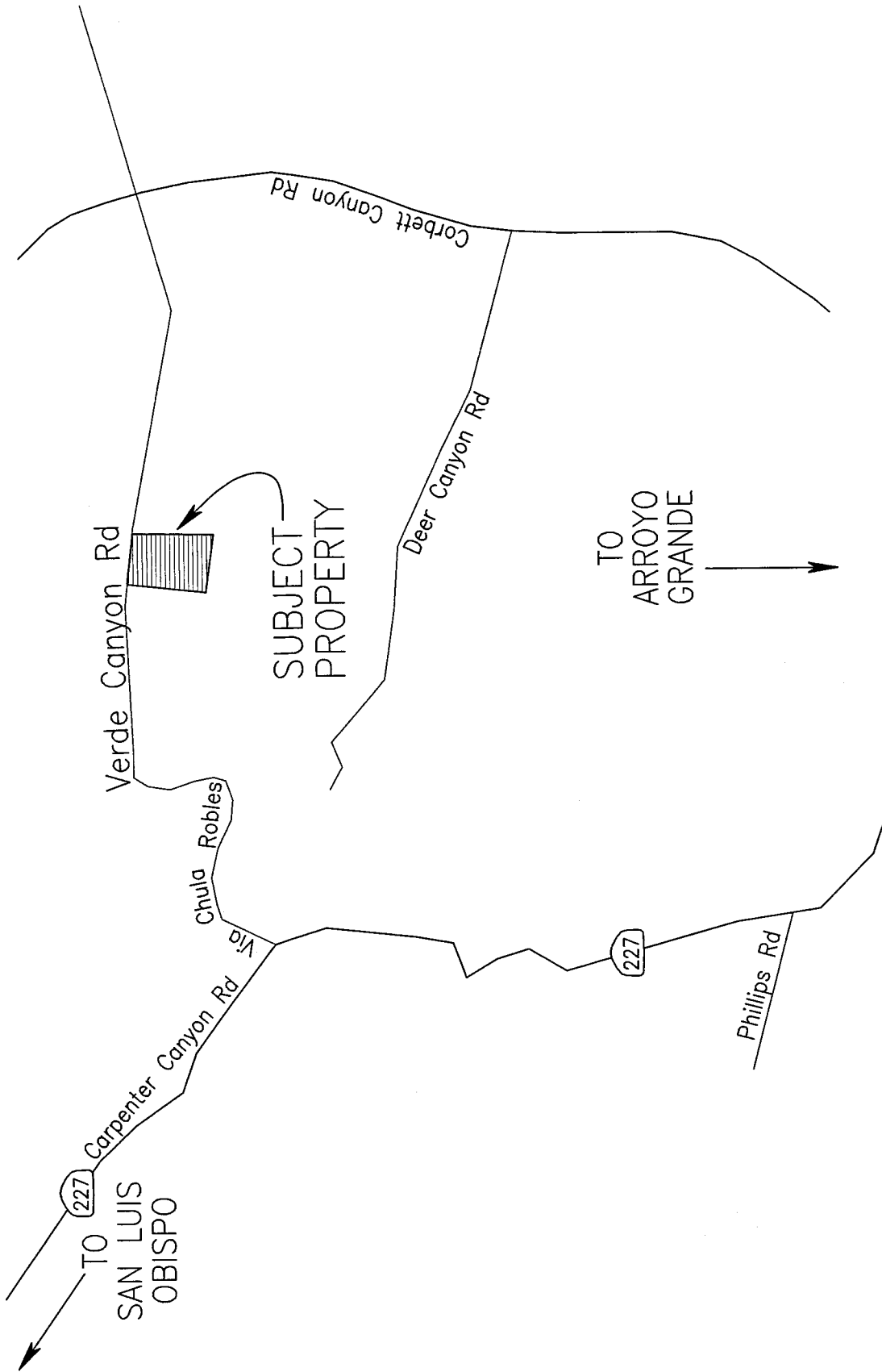
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ITEM A

CO 04-0348

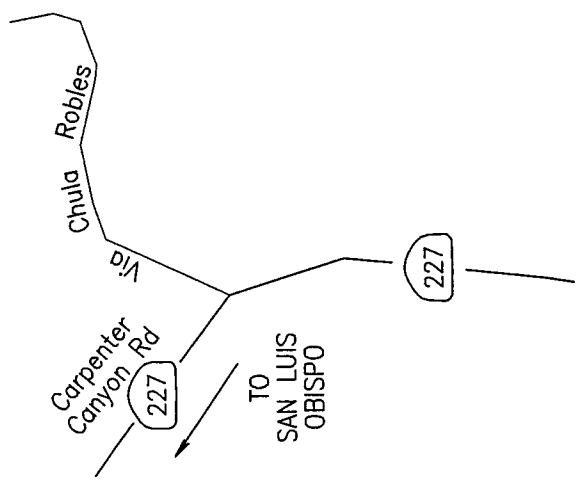
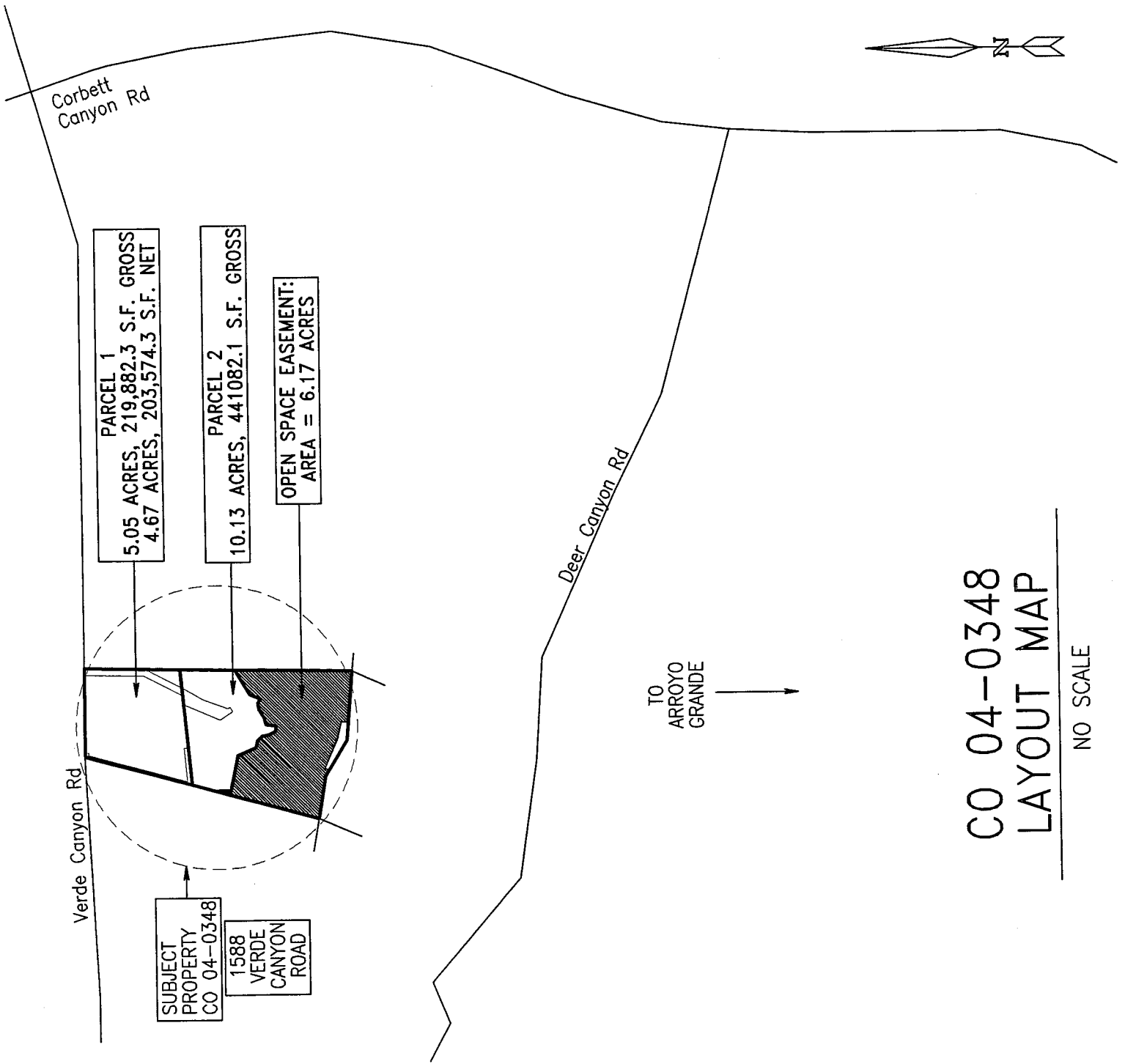
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LOCATION MAP

NO SCALE



CO 04-0348
LAYOUT MAP

NO SCALE

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SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, CURRENT PLANNING

VIA: WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING *gforust*

DATE: MAY 9, 2006

SUBJECT: APPROVAL OF AN OPEN-SPACE AGREEMENT FOR T.J. WONNELL, IN TRUST, AS TRUSTEE OF THE "T.J. WONNELL 2000 TRUST," DATED 11/4/00, SUPERVISORIAL DISTRICT #4

RECOMMENDATION

Adopt the resolution approving and accepting the open-space agreement granting an open-space easement to the County of San Luis Obispo by T.J. Wonnell, in Trust, as Trustee of the "T.J. Wonnell 2000 Trust," dated 11/4/00.

DISCUSSION

Attached is an open-space agreement which was required by a condition of approval for Parcel Map CO 04-0348. The open space agreement was required in order to provide open areas on the project site to protect steep hillsides containing coast live oak woodland habitat.

The area included within the open space easement is 6.26 acres. The total project site is 15.2 acres.

The attached proposed open-space agreement is found to be consistent with the County's general plan.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the agreement and approved the agreement and resolution as to form and legal effect. County Public Works reviewed and approved the legal description of the area subject to the provisions of the open space agreement.

FINANCIAL CONSIDERATIONS

None.

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RESULTS

Approving and accepting the open space easement will preserve 6.26 acres of the project site in order to protect steep slopes on the project site and coast live oak woodland habitat.

ATTACHMENTS

Resolution
Agreement
Vicinity Map
Site Plan

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IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION ACCEPTING A 5-FOOT WIDENING OF A CERTAIN ROAD INTO THE COUNTY ROAD SYSTEM COUNTY ROAD NO. 2012

The following resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo, State of California, has been duly requested to accept a certain offer to dedicate for additional widening of a road presently in the maintained system in said County; and

WHEREAS, the County Surveyor has duly recommended that the Board of Supervisors:

Accept the offer of dedication for public use of Verde Canyon Road as shown on Parcel Map CO 04-0348.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California:

1. That the offer to dedicate for the 5-foot widening of County Road No. 2012 as shown on Parcel Map CO 04-0348 is hereby accepted into and made a part of the County Road System, to be maintained in kind, and shall and does constitute a County highway in the County of San Luis Obispo.
2. That the County Clerk be and hereby is authorized and directed to record a copy of the resolution in the Office of the County Recorder of the County of San Luis Obispo.
3. Said offer of dedication is offered by T. J. Wonnell, in trust, as trustee of the "T. J. Wonnell 2000 Trust".

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Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____

Deputy County Counsel

Dated: _____

April 10, 2006

L:\DEVELOP\APPROB\BOS\5-FT WIDENING-RESO.wpd.djm:cah

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____ day of _____, 20 _____.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board of Supervisors

By _____

Deputy Clerk.

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT
GRANTING AN OPEN-SPACE EASEMENT TO THE
COUNTY OF SAN LUIS OBISPO BY T.J. WONNELL, IN TRUST, AS TRUSTEE OF THE "T.J.
WONNELL 2000 TRUST," DATED 11/4/00

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

WHEREAS, the Director of Planning and Building by letter dated May 9, 2000, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

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2. The Open-Space Agreement Granting An Open-Space Easement To The County of San Luis Obispo, a copy of which is attached hereto and is incorporated by reference herein as though set forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote,

to-wit:

AYES:

NOES:

ABSENT

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors
of the Board of Supervisors, County
of San Luis Obispo, State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

BY: _____
Deputy County Counsel

DATED: _____

April 25, 2006

[SEAL]

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RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 044-311-030

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between T.J. WONNELL, IN TRUST, AS TRUSTEE OF THE "T.J.
WONNELL 2000 TRUST," DATED 11/4/00, hereinafter referred to as "Owner," and the
COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California,
hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter
referred to as "Owner's Property") located in the County of San Luis Obispo, State of
California, which is more particularly described in Exhibit A attached hereto and
incorporated by reference herein as though set forth in full; and

WHEREAS, as agreed to by Owner and as a condition of approval of a vesting
tentative parcel or tract map for Parcel Map CO 04-0348 by County for Owner's

ck. title rpt./Parcel Map CO 04-0348/oak woodland

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Property, Owner is required to enter into an agreement with the County, on behalf of himself and his successors in interest, to maintain portions of the site in open-space use; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will satisfy the open space preservation requirement agreed to by Owner and imposed by condition 8 of the County's conditions of approval for the purpose of setting aside and protecting habitat for the existing coast line oak woodland; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property and provide habitat for the existing coast live oak woodland by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to

as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts

which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property, and all activities and uses which are allowed on the Subject Property shall be passive in nature and shall not adversely impact the identified biological resources.

(b) No advertising of any kind shall be placed on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except as required by the approved Tree Replacement Plan (which is on file in the office of the Director of Planning and Building and is incorporated by reference herein as though set forth in full) and as authorized by the approved tentative subdivision map referred to above, and as necessary for erosion control.

(d) The topography of the landscape within the Subject Property shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape, its habitat, or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property, except for development of Owner's underlying water rights at a location approved by the Environmental Coordinator of the County.

(g) Except as required by the approved Tree Replacement Plan, Owner shall not remove or alter native plants or animals from the Subject Property.

(h) Owner shall not use the Subject Property for agricultural development or for agricultural staging activities or storage of any kind.

(i) Owner shall not cut timber, trees, or other natural growth, except as may be required to implement the approved Tree Replacement Plan and for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(j) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(k) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(l) No land division of Parcel 2 of Owner's Property shall occur or be applied for by Owner or his successors in interest, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) a portion of Parcel 2 to one or more parties or convey Parcel 2 to two or more parties each of whom acquire title to less than the whole of the said parcel. Any such conveyance or transfer of Parcel 2 of Owner's Property or a portion thereof by Owner or his successors in interest shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to construct, develop, and maintain all improvements authorized by the approved tentative subdivision map referred to above.

(b) The right to construct, develop, and maintain private water sources and water systems within the Subject Property at a location approved by the Environmental Coordinator of the County for the use and benefit of the Subject Property and that portion of Owner's Property which is located outside the Subject Property.

(c) The right to implement and complete upon the Subject Property all requirements and obligations of the approved Tree Replacement Plan, which is on file in the office of the Director of Planning and Building and is incorporated by reference herein as though set forth in full.

(d) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to

be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public by preserving habitat for the existing coast live oak woodland.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated without first obtaining approval of an amendment to the tentative parcel map (SUB 2004-00028) authorizing such abandonment or termination.

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

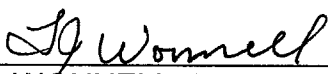
15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 310, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: T.J. Wonnell, 1588 Verde Canyon Road, Arroyo Grande, California 93420.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER



T.J. WONNELL, IN TRUST, AS TRUSTEE
OF THE "T.J. WONNELL 2000 TRUST,"
DATED 11/4/00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

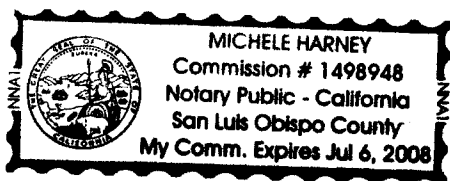
County of San Luis Obispo } ss.

On Oct. 4, 2005, before me, Michele Harney, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared T. J. Wonnell
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Michele Harney
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

COUNTY OF SAN LUIS OBISPO


By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

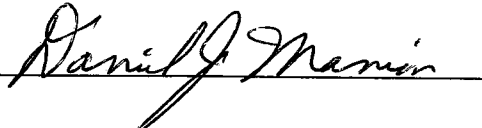
JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: April 25, 2006

LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: 
County Surveyor

Dated: April 25-2006

[NOTE: This Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

)
)
)

ss.

On _____, before me, _____,
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,
personally appeared _____,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE RODEWALD, County Clerk-Recorder
and Ex-Officio Clerk of the
Board of Supervisors, County of
San Luis Obispo, State of California

By: _____
Deputy County Clerk-Recorder

[SEAL]

B-18
24

EXHIBIT A

All of Parcel Map CO 04-0348 as shown on a map recorded in Book _____, Pages
_____ through _____ inclusive of Parcel Maps, in the office of the County
Recorder of the County of San Luis Obispo, State of California.

EXHIBIT "B"
LEGAL DESCRIPTION - OPEN SPACE EASEMENT - PARCEL 2
WONNELL PARCEL MAP SUB 2004-00028

=====

Being a portion of Lot 15 of the Subdivision of Lot D of the Corbin Tract, in the County of San Luis Obispo, State of California, according to a map recorded September 26, 1893 in book "A" of maps, in the office of the County Recorder of said county.

Commencing at the northwest corner of Lot 15 of said Lot D of the said Corbin Tract;

Thence S 15°15'00" W along the west line of Lot 15 of said Lot D a distance of 621.51 feet to the True Point of Beginning;

Thence S1°29'36" E, 77.55 feet; thence S40°53'20" W, 10.78 feet; thence S78°01'55" E, 173.82 feet; thence S 22°33'54" E, 90.85 feet; thence S 75°07'43" E, 34.81 feet; thence S45°31'04" E, 27.41 feet; thence S 8°07'04" E, 32.64 feet; thence S 26°10'23" E, 32.93 feet; thence S 81°39'16" E, 29.11 feet; thence N 7° 10' 36" E, 46.68 feet; thence N 73°30'20" E, 33.17 feet; thence N 56°28'46" E, 41.38 feet; thence N 80°09'13" E, 32.36 feet; thence S 56°49'44" E, 24.48 feet; thence N 24°42'07" E, 53.51 feet; thence N 58°51'16" E, 133.46 feet to a point on the east line of Lot 15 of said Lot D; thence S 0°48'00" W, 547.26 feet to the southeast corner of Lot 15 of said Lot D; thence N 85°09'41" W, 241.36 feet to a point on the south line of Lot 15 of said Lot D; thence N 4°50'19" E, 26.89 feet; thence N 76°35'35" W, 81.17 feet; thence N 65°47'09" W, 150.37 feet; thence S 30°15'00" W, 23.22 feet to a point on the south line of Lot 15 of said Lot D; thence N 59°45'00" W, 39.77 feet to an angle point on the south line of Lot 15 of said Lot D; thence N 80°10'00" W, 192.72 feet to the southwest corner of Lot 15 of said Lot D; thence N15°15'00" E, 516.33 feet to the True Point of Beginning.

End of Description
Area = 6.26 Acres

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26

EXHIBIT B

San Luis Obispo Department of Planning & Building

Scale: 1" = 100'

CONTRACT LANDSCAPING SERVICES, INC.
(OWN) HAS BEEN SELECTED BY THE CITY OF SAN LUIS OBISPO
AS THE LANDSCAPE ARCHITECT FOR THE PROJECT.

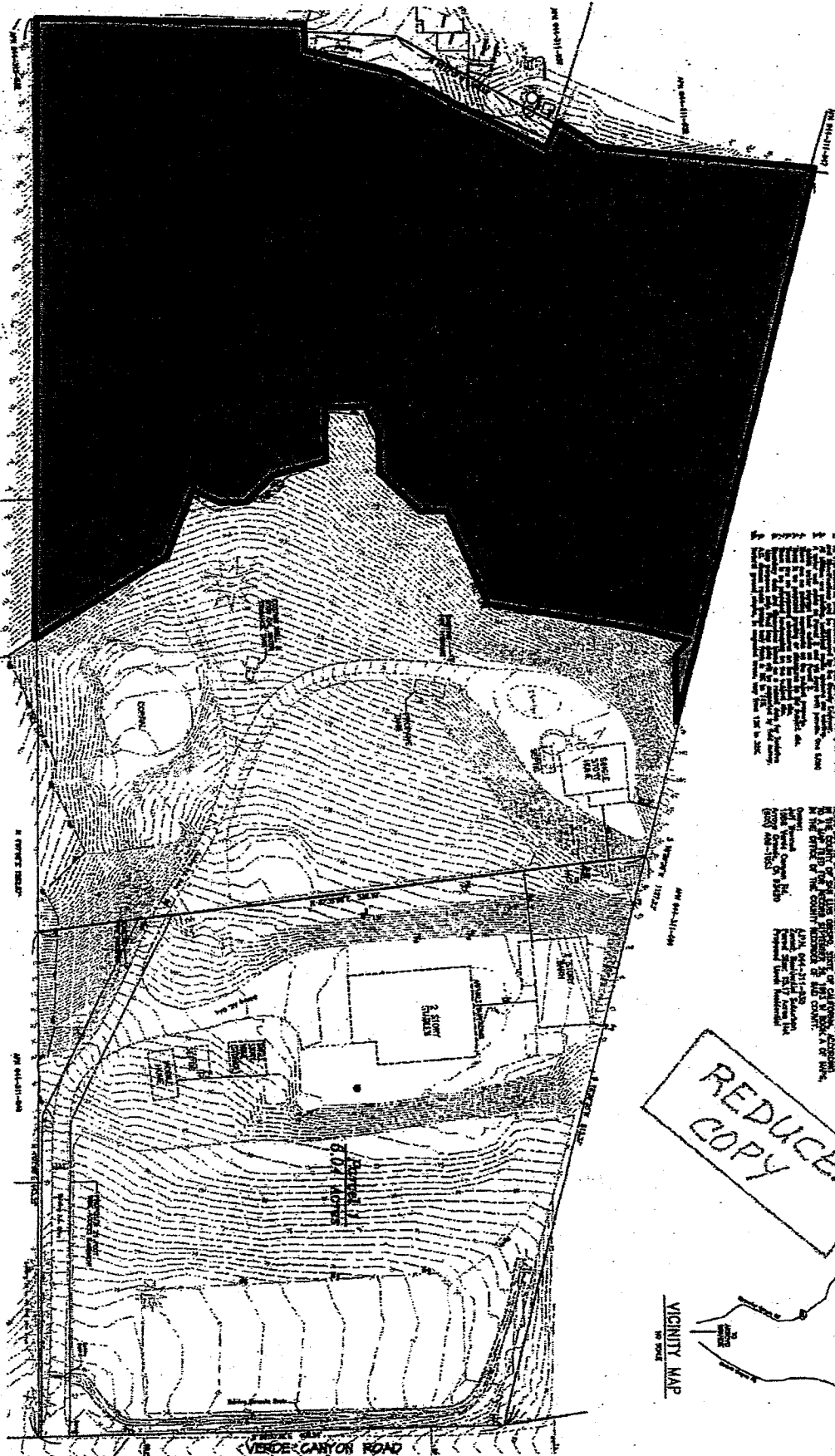
1. The City of San Luis Obispo has selected Contract Landscaping Services, Inc. (CLSI) as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project.

2. The City of San Luis Obispo has selected Contract Landscaping Services, Inc. (CLSI) as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project.

3. The City of San Luis Obispo has selected Contract Landscaping Services, Inc. (CLSI) as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project. CLSI is a professional landscape architecture firm located in San Luis Obispo, California. CLSI has been selected by the City of San Luis Obispo as the landscape architect for the project.

REDUCED COPY

VICINITY MAP



Wonnell Parcel Map SUB2004-00028



Open Space Easement

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REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

CONSENT OF LIENHOLDER

WELLS FARGO BANK, N.A. ("Lienholder"), beneficiary under that certain deed of trust recorded on June 22, 2004, as Document Number 2004-054529, of the Official Records in the office of the County Recorder of the County of San Luis Obispo, hereby consents to the Open-Space Agreement Granting An Open-Space Easement To The County Of San Luis Obispo entered into between T.J. Wonnell, In Trust, as Trustee of the "T.J. Wonnell 2000 Trust," Dated 11/4/00, and the County of San Luis Obispo, recorded concurrently herewith, and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of a foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Open Space Agreement.

SIGNED AND EXECUTED this 21 day of October, 2005.

LIENHOLDER

WELLS FARGO BANK, N.A.

By: [Signature]
its G.E. Klein, Assistant Secretary

[NOTE: This Consent of Lienholder will be recorded. All signatures to this document must be acknowledged by a notary.]

11258ktmsc.doc

10-18
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ALL-PURPOSE ACKNOWLEDGEMENT

State of Oregon }
County of Washington } ss:

On **10/21/05**, before me, Karla M. Koehler, Notary Public, personally appeared
G.E. Klein, Assistant Secretary

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) on the entity upon the behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Karla M. Koehler
Notary Public in and for said County and State

Description of Attached Document

Title or Type of Document: Consent of Lienholder

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: G.E. Klein

Signer's Name:

☐ Individual
☒ Corporate Officer
Title: Assistant Secretary
☐ Supervisor
☐ Authorized Signer
☐ Other:

☐ Individual
☐ Corporate Officer
Title:
☐ Supervisor
☐ Authorized Signer
☐ Other:

Signer is Representing:
Wells Fargo Bank, N.A.

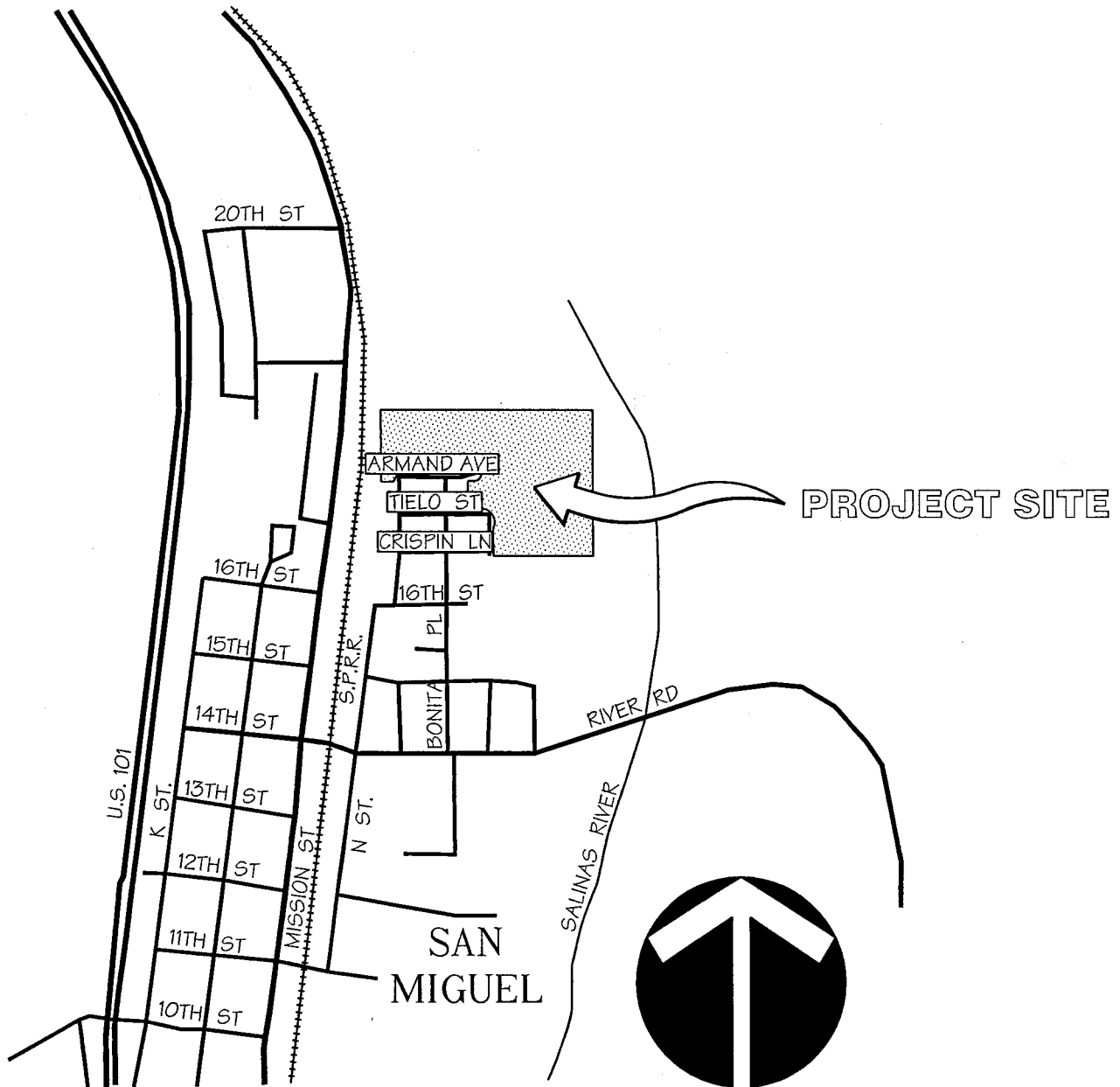
Signer is Representing:
Wells Fargo Bank, N.A.

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29

ITEM B

TRACT 2605

B-18
20



VICINITY MAP
NO SCALE

eda design professionals

civil engineers • land surveyors • land planners
1998 santa barbara st • san luis obispo, ca 93401
ph: 805/549-8658 • email: eda@edainc.com

**VICINITY MAP
FOR
TRACT 2605**

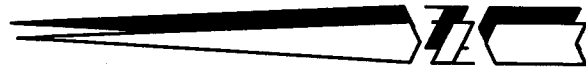
job. no. 2.2510.700

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31

SALINAS RIVER

PTN. NW 1/4 SEC. 16
T 25 S R 12 E M.D.M.

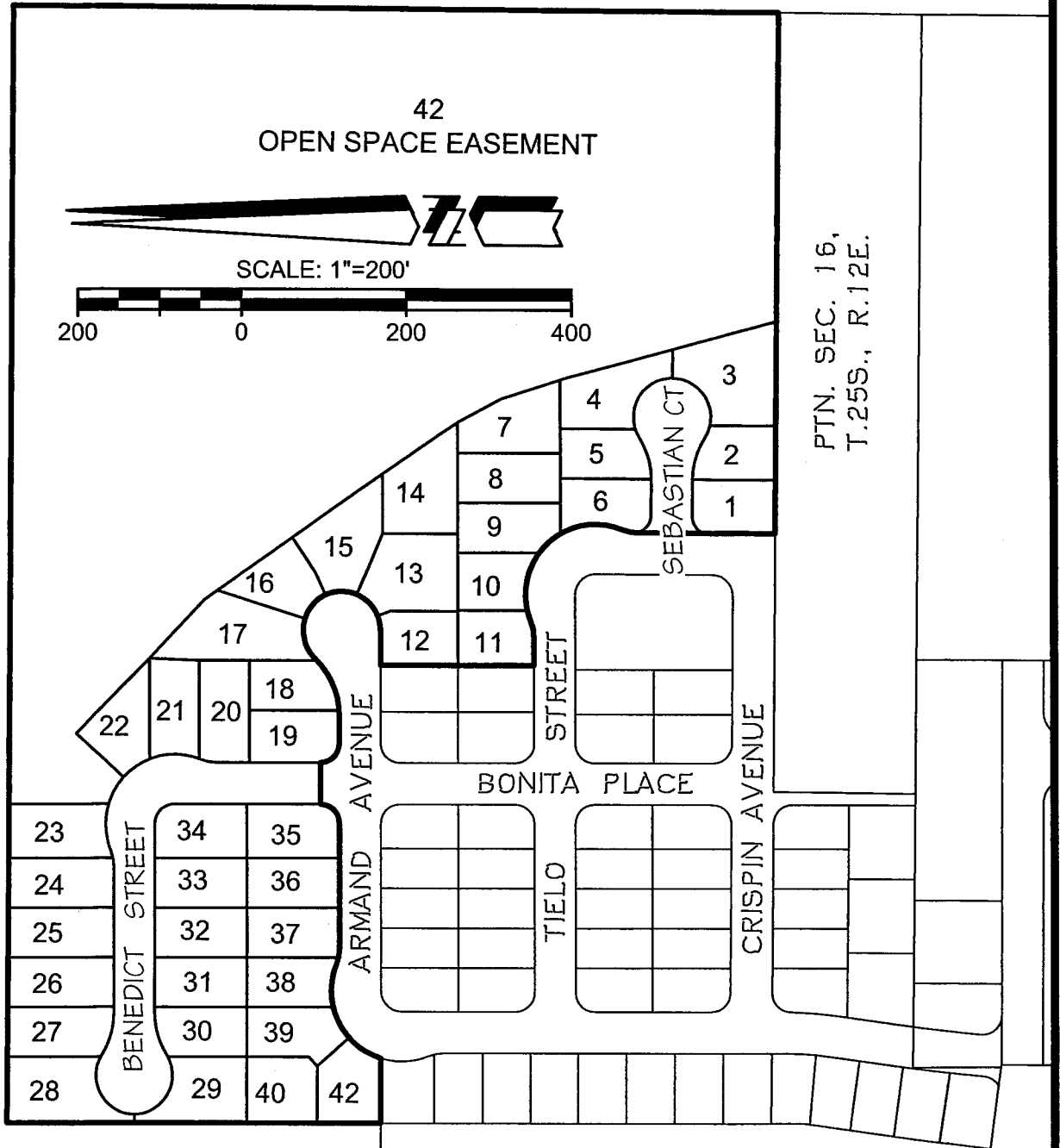
42
OPEN SPACE EASEMENT



SCALE: 1"=200'



PTN. SEC. 16,
T.25S., R.12E.



PTN. SEC. 16,
T.25S., R.12E.

TOWN OF SAN MIGUEL
SOUTHERN PACIFIC RAILROAD

eda design professionals

civil engineers • land surveyors • land planners
1998 santa barbara st • san luis obispo, ca 93401
ph: 805/549-8658 • email: eda@edainc.com

**LOT CONFIGURATION
EXHIBIT
TRACT 2605**

job. no. 2.2510700

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6-12



SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, CURRENT PLANNING

VIA: WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING *Steph*

DATE: MAY 9, 2006

SUBJECT: APPROVAL OF AN OPEN-SPACE AGREEMENT MISSION MEADOWS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUPERVISORIAL DISTRICT #1

RECOMMENDATION

Adopt the resolution approving and accepting the open-space agreement granting an open-space easement to the County of San Luis Obispo by Mission Meadows, LLC, a California Limited Liability Company.

DISCUSSION

Attached is an open-space agreement which was required by a condition of approval for Tract 2605. The open space agreement was required in order to provide open areas on the project site and to comply with cluster subdivision open space requirements contained in Section 22.22.140 of the Land Use Ordinance.

The area included within the open space easement is 12.71 acres. The total project site is 20.7 acres.

The attached proposed open-space agreement is found to be consistent with the County's general plan.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the agreements and approved the documents as to form and legal effect. County Public Works reviewed and approved the legal description of the area subject to the provisions of the open space agreement.

FINANCIAL CONSIDERATIONS

None.

*B-18
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RESULTS

Approving and accepting the open space easement will preserve 12.71 acres of the project site in conformance with conditions of approval and Land Use Ordinance standards.

ATTACHMENTS

Resolution
Agreement

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IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

**RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT
GRANTING AN OPEN-SPACE EASEMENT TO THE
COUNTY OF SAN LUIS OBISPO BY MISSION MEADOWS, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY**

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

WHEREAS, the Director of Planning and Building by letter dated May 9, 2006, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

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2. The Open-Space Agreement Granting An Open-Space Easement To The County of San Luis Obispo, a copy of which is attached hereto and is incorporated by reference herein as though set forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

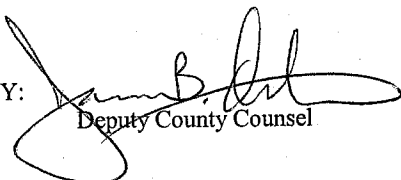
ATTEST:

Clerk of the Board of Supervisors
of the Board of Supervisors, County
of San Luis Obispo, State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

BY:


Deputy County Counsel

DATED: April 18, 2006

[SEAL]

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30

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 021-051-014
021-051-018

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this ____ day of _____,
20____, by and between MISSION MEADOWS INVESTMENTS, LCC, a California
limited liability company, hereinafter referred to as "Owner," and the COUNTY OF SAN
LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to
as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter
referred to as "Owner's Property") located in the County of San Luis Obispo, State of
California, which is more particularly described in Exhibit A attached hereto and
incorporated by reference herein as though set forth in full; and

WHEREAS, as a condition precedent to the approval of a parcel or final map for
Tract 2605 by County for Owner's Property, Owner is required to enter into

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an agreement with the County, on behalf of himself and his successors in interest, to maintain portions of the site in open-space use; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will satisfy the requirement for dedication of an open-space easement made a condition of approval of the tentative subdivision map referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or preliminary subdivision guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except for agriculture accessory buildings and uses and as otherwise authorized by the approved subdivision map referred to above.

(b) No advertising of any kind or nature shall be located on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for crop production, range land grasses, natural or ornamental landscaping, and as otherwise authorized by the approved subdivision map referred to above, and as necessary for erosion control.

(d) Except for the construction, alteration, relocation, and maintenance of public roads, private access roads, or driveways, if any, as shown on the approved subdivision map referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property, except for development of Owner's underlying water rights.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Subject Property and for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(h) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(i) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(j) No land division of the Subject Property or a portion thereof shall occur except after obtaining all necessary approvals required by Title 21 and Title 22 of the San Luis Obispo County Code. Any such conveyance or transfer of the Subject Property or a portion thereof by Owner or his successors in interest without first obtaining all required governmental approvals shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to maintain all existing private roads, trails, and structures lawfully erected and maintained upon the Subject Property.

(b) The right to construct, develop, and maintain all roads, utilities, structures, and other improvements authorized by the approved subdivision map referred to above.

(c) The right to construct, develop, and maintain private water sources and water systems on the Subject Property for the use and benefit of the Subject Property and of Owner's Property.

(d) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public.

7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974.

9. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

10. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

11. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

12. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 310, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Mission Meadows Investments, LLC, 6955 El Camino Real, Suite 200, Atascadero, California 93422.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

16. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice

of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

MISSION MEADOWS INVESTMENTS LLC
a California limited liability company

By: [Signature]
its MANAGER

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: April 18, 2006

[NOTE: This Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

State of California)
County of San Luis Obispo)

On September 7, 2005 before me, Susan H. Jones, Notary Public, personally appeared Dennis A. Moresco personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan H. Jones



5-18
4/0

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

)

)

)

ss.

On _____, before me, _____,
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,
personally appeared _____,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JULIE RODEWALD, County Clerk-Recorder
and Ex-Officio Clerk of the
Board of Supervisors, County of
San Luis Obispo, State of California

By: _____
Deputy County Clerk-Recorder

[SEAL]

B-18
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EXHIBIT A

All of Tract 2605 as shown on a map recorded in Book _____, Pages _____
through _____ inclusive of Maps, in the Office of the County Recorder of the County
of San Luis Obispo, State of California.

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EXHIBIT B

Parcel 42 of Tract 2605 as shown on a map recorded in Book _____, Pages
_____ through _____ inclusive of Maps, in the Office of the County Recorder of
the County of San Luis Obispo, State of California.